

CONTRACT	
NO. <u>01-04-A-104841-0384</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence, and documents pertaining to this contract.	

PROJECT: BP-031-1-813
HIGHWAY: TUCSON-FLORENCE (U.S. 89)
SECTION: Canada Del Oro
COUNTY: PIMA

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into this 2ND day of APRIL, 1984
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and
the COUNTY OF PIMA, a body corporate and politic, acting by
and through its Board of Supervisors, hereinafter called
"County"; and

WHEREAS, State is empowered by Sections 11-951 through 11-954
and by Sections 28-108 and 28-1866, Arizona Revised Statutes
to enter into this agreement and the Director of the Arizona
Department of Transportation has by Resolution attached hereto,
delegated to the undersigned the authority to execute same on
behalf of the State; and

WHEREAS, County is empowered by Section 11-251 Arizona Revised
Statutes to enter into this agreement and acting by and through
its duly elected governing body has, by resolution, a copy of
which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute same on behalf of County; and

WHEREAS, both parties feel that a joint improvement of Highway
U.S. 89 for a distance of 3.35 miles, centered around Canada
Del Oro Wash, and combined with channelization and levees pro-
posed by the Pima County Flood Control District will be a
necessary and vital improvement which will provide efficient
and adequate highway traffic service for future development of
the area; and

WHEREAS, Project BP-031-1-813 (Canada Del Oro Section) will
require approximately 26.0 acres of new right of way and
approximately 6.0 acres of temporary construction easements for
the improvement of said Highway U.S. 89 as described above:

THEREFORE, BOTH PARTIES AGREE AS FOLLOWS:

STATE SHALL:

1. Design and draft right of way and construction plans
for said Project.
2. Appraise and acquire by negotiation and/or condemnation
all parcels of land necessary for new right of way, except as
hereinafter set forth in Paragraph 3 on Page 2 and 3, infra.
3. Solicit bids, award a contract for the roadway
construction and improvements and administer the construction
contract to completion.

NO. <u>9165</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>4-2-84</u>
<i>[Signature]</i> Secretary of State

4. Pay for said roadway and bridge construction work out of Bond Money funds to be set aside for said improvement.

5. Permanently maintain the new roadway, bridges and right of way as a part of the State Highway system when the same are completed and accepted by the State from the contractor.

COUNTY SHALL:

1. Pay to the State the sum of SEVEN HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$738,250.00) in increments as construction progresses. The payment schedule is as follows:

- (A.) Thirty percent due, TWO HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS (\$221,475.00) on or before, but no later than the date construction contract is awarded to the successful bidding contractor on this project.
- (B.) Thirty percent due, TWO HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS (\$221,475.00) on or before, but no later than the date construction is thirty percent complete.
- (C.) Thirty percent due, TWO HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS (\$221,475.00) on or before, but no later than the date construction is sixty percent complete.
- (D.) Ten percent due, SEVENTY THREE THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS (\$73,825.00) on the date construction is substantially complete.

2. Execute and deliver to the State a deed to the property acquired by the County from Henry E. Lieber, Jr., et al designated on the Right of Way Plans of said Canada Del Oro Project (BP-031-1-313) as Parcel No. 10-462 consisting of 3.6 acres more or less. Said property is to be free and clear of all liens and encumbrances and full title thereto shall be vested in the State as a part of the consideration of this agreement. The parties hereto have fully credited and accounted for all expenses of acquisition of said parcel by the County within the amount stated in Paragraph One above. A description of said property to be conveyed by the County to the State is attached hereto and designated as Exhibit A.

3. Appraise and acquire one temporary construction easement from the owners of Parcel 10-472 (John Lieber) and Parcel 10-462 (Henry E. Lieber, et al). Said temporary construction easement is generally described as follows:

A temporary construction easement being approximately 80 feet long and 70 feet wide lying 100 feet left of the construction centerline of said Highway and extending from Highway Engineers Station 626 + 47.47 to Highway Engineers Station 627 + 27.47. Said temporary construction easement lying partly within Parcel 10-472 and partly within Parcel 10-462.

Upon acquisition of said temporary construction easement, convey same to the State by appropriate assignment instrument.

THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

1. The County shall assume complete control and full responsibility and shall design, acquire all property and bear all costs of acquisition and construction of an outlet channel for the 8' X 10' X 7' concrete box culvert to be located at or near Highway Engineers Station 620 + 55.84 as shown upon the right of way and construction plans of said project. Said outlet channel shall extend westerly from the outlet headwall of the new concrete box culvert structure. Said outlet channel shall become a part of the Pima County Flood Control and all future maintenance and repair shall be the sole responsibility of the County.

2. The parties agree and acknowledge that the aforesaid sum of SEVEN HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$738,250.00) to be paid by the County to the State, has been adjusted and includes a credit to the County flood control work done by the County for protection of the roadway of said project and that all accounts and credits have been considered and no further payment or credit is due to the County by the State.

DURATION, TERMINATION AND ARBITRATION

THIS AGREEMENT, except the provision herein for maintenance and use of such roadway as part of the State system, shall terminate upon completion of the work herein embraced in accordance with the terms of this agreement or may be terminated at any time prior to the awarding of the construction contracts, by either party upon 30 days' written notice to that intent. All parties are hereby put on notice that this agreement is subject to cancellation by the Governor of Arizona, pursuant to the Arizona Revised Statutes, Section 38-511. The obligations of the State under the terms of this agreement are subject to the allocation of funds and resources by the Legislature and Arizona Transportation Board.

In the event of controversy which may arise out of this agreement, the parties agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

FILING WITH THE SECRETARY OF STATE

THIS AGREEMENT shall be filed with the Arizona Secretary of State and shall become effective upon filing.

IN WITNESS WHEREOF, the parties have executed this agreement.

MAR 20 1984
DATE

COUNTY OF PIMA

BY: Sam Lira

Title: CHAIRMAN BOARD OF SUPERVISORS

ATTEST:

Eugenia Wilson
CLERK, Board of
Supervisors

STATE OF ARIZONA-DEPARTMENT
OF TRANSPORTATION

BY: W. O. Ford
W. O. FORD
Chief Deputy State Engineer

COUNTY OF PIMA COUNTY DEPARTMENT OF
TRANSPORTATION AND FLOOD CONTROL DISTRICT

BY: C. Dickelkay 1-31-84
Director Date

APPROVED AS TO FORM

John R. Neubauer
Civil Deputy
County Attorney

The following described property is that which the within agreement calls for Deed from Pima County to the State of Arizona.

Those portions of the South Half of the Southwest Quarter of Section 5 and of the Northwest Quarter of the Northwest Quarter of Section 8, Township 12 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, which lie between the existing Northwesterly right-of-way line of U.S. Highway 89 (Tucson-Oracle Junction-Globe Highway) and the following described line:

COMMENCING at the West corner common to said Sections 5 and 8;

Thence South $0^{\circ} 06' 14''$ West along the West line of said Section 8, a distance of 517.95 feet to the existing centerline of said U.S. Highway 89;

Thence North $54^{\circ} 28' 00''$ East along said existing centerline, a distance of 479.00 feet;

Thence North $35^{\circ} 32' 00''$ West 100.00 feet to the point of beginning on the aforesaid Northwesterly right-of-way line of U.S. Highway 89;

Thence North $54^{\circ} 05' 39''$ East, 148.03 feet;

Thence from a Local Tangent Bearing of North $53^{\circ} 20' 30''$ East along the arc of a curve to the left having a radius of 3,719.72 feet, a distance of 1,586.16 feet;

Thence North $61^{\circ} 05' 25''$ West, 50.00 feet;

Thence from a Local Tangent Bearing of North $28^{\circ} 54' 35''$ East along the arc of a curve to the left having a radius of 3,669.72 feet, a distance of 179.11 feet to a point of terminus on the North line of the South Half of the Southwest Quarter of said Section 5.

Together with the Grantors' underlying fee interest, if any, in and to those portions of said U.S. Highway 89 which lie within said Section 5 and 8 and Section 7 in said Township and Range.

3.6 acres, more or less.

7102-890

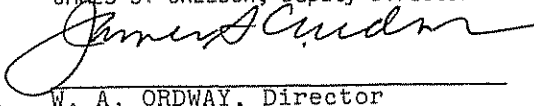
EXHIBIT 'A'

PROJECT: BP-031-1-813
HIGHWAY: TUCSON-FLORENCE HIGHWAY
SECTION: CANADA DEL ORO
PIMA COUNTY, ARIZONA

RESOLUTION

BE IT RESOLVED on this 9th day of June, 1983,
that I, W. A. Ordway, Director of the Arizona Department of
Transportation, have determined that it is in the best interests
of the State of Arizona that the Department of Transportation,
acting by and through the Highways Division, enter into an
Intergovernmental Agreement with Pima County for the joint
improvement of the Canada Del Oro Section of the TUCSON-
FLORENCE HIGHWAY known as U. S. Highway 89.

THEREFORE, authorization is hereby given to draft said
agreement which, upon completion, shall be submitted for approval
and execution by the Chief Deputy State Engineer.

JAMES S. CREEDON, Deputy Director

for: W. A. ORDWAY, Director
Arizona Department of
Transportation

HJR:ca

RESOLUTION AND ORDER NO. 1984-70

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN ARIZONA DEPARTMENT OF TRANSPORTATION AND PIMA COUNTY, ARIZONA WHICH AGREEMENT PROVIDES FOR THE JOINT IMPROVEMENT OF THE CANADA DEL ORO SECTION OF THE TUCSON-FLORENCE HIGHWAY KNOWN AS U.S. 89.

WHEREAS, both parties feel that a joint improvement of Highway U.S. 89 for a distance of 3.35 miles, centered around Canada Del Oro Wash, and combined with channelization and levees proposed by the Pima County Flood Control District will be a necessary and vital improvement, and

WHEREAS, the said improvement will provide efficient and adequate highway traffic service for future development of the area,

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED,
BE IT RESOLVED:

That Pima County enter into an Agreement with the Arizona Department of Transportation, which agreement shall provide for the improvement of Highway U.S. 89 for a distance of 3.35 miles centered around Canada Del Oro Wash, and


That the Chairman of this Board is hereby instructed and authorized to sign the said Agreement for the Board of Supervisors.

PASSES, ADOPTED AND APPROVED this 20th day of March, 1984.


PIMA COUNTY BOARD OF SUPERVISORS


Chairman

ATTEST:


Clerk

APPROVED AS TO FORM:


John R. Neubauer
Deputy County Attorney

DETERMINATION

I have reviewed the proposed Agreement between the Arizona Department of Transportation and Pima County, Arizona, which agreement provides for the joint improvement of the Canada Del Oro section of the TUCSON-FLORENCE HIGHWAY known as U.S. Highway 89.

I have determined that the said proposed Agreement is in the proper form and is within the powers and authority granted to Pima County and its agencies under the laws of the State of Arizona.

Dated this 1st day of February 1984.

STEPHEN D. NEELY
PIMA COUNTY ATTORNEY

BY John R. Neubauer
John R. Neubauer
Deputy County Attorney



OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 84-151, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General Who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies to enter into said agreement.

Dated this 20th day of March, 1984.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, reading "James R. Reagan".

Assistant Attorney General
Transportation Division